

## **EXHIBIT 9**

AM07001

167 002 989

LEONARD KOPELMAN  
DONALD G. PAIGE  
ELIZABETH A. LANE  
JOYCE FRANK  
JOHN W. GIORGIO  
BARBARA J. SAINT ANDRE  
JOEL B. BARD  
JOSEPH L. TEHAN, JR.  
THERESA M. DOWDY  
DEBORAH A. ELIASON  
RICHARD BOWEN  
DAVID J. DONESKI  
JUDITH C. CUTLER  
ILANA M. QUIRK  
KATHLEEN E. CONNOLLY  
DAVID C. JENKINS  
MARK R. REICH

EDWARD M. REILLY  
DIRECTOR WESTERN OFFICE

WILLIAM HEWIG III  
JEANNE S. MCKNIGHT  
KATHLEEN M. O'DONNELL

**KOPELMAN AND PAIGE, P. C.**

ATTORNEYS AT LAW

31 ST. JAMES AVENUE

BOSTON, MASSACHUSETTS 02116-4102

(617) 556-0007

FAX (617) 654-1735

PITTSFIELD OFFICE

(413) 443-8100

NORTHAMPTON OFFICE

(413) 585-8632

WORCESTER OFFICE

(508) 752-0203

SANDRA M. CHARTON  
PATRICIA A. CANTOR  
THOMAS P. LANE, JR.  
BRIAN W. RILEY  
MARY L. GIORGIO  
DARREN R. KLEIN  
THOMAS W. MCENANEY  
JONATHAN M. SILVERSTEIN  
KATHARINE GOREE DOYLE  
GEORGE X. PUCCI  
LAUREN F. GOLDBERG  
JASON R. TALERMAN  
MICHELE E. RANDAZZO  
GREGG J. CORBO  
RICHARD T. HOLLAND  
LISA C. ADAMS  
ELIZABETH R. CORBO  
DANIEL C. HILL  
MARCELINO LA BELLA  
VICKI S. MARSH  
JOHN J. GOLDBERSON  
SHIRIN EVERETT  
BRIAN E. GLENNON, II  
JONATHAN D. EICHMAN  
TODD A. FRAMPTON  
CAROLYN M. MURRAY  
JACKIE A. COWIN

June 9, 2003

BY HAND

Deborah S. Griffin, Esq.  
Holland & Knight, LLP  
10 St. James Avenue  
Boston, MA 02116

JENNIFER KOOP  
JUN 11 2003  
LONG GROVE SURETY

Re: North Brookfield Junior/Senior High School Project

Dear Ms. Griffin:

This letter is to follow-up our June 4, 2003 telephone conversation relative to the above-referenced matter. You asked several questions concerning the last two payments that were made by the Town to the general contractor, E.J. Sciaba Contracting Co., Inc. ("Sciaba"). Please be advised that the March 2003 requisition in the amount of \$287,556.28 was paid to Sciaba on May 21, 2003. The April 2003 requisition in the amount of \$443,733.76 was paid to Sciaba on May 27, 2003 after the Town received copies of lien releases from Sciaba for March 2003. Copies of the payment requisition for April, along with copies of the lien waivers, are attached hereto for your review and information. Please note that Lee Dore provided copies of the March and April requisitions and lien waivers to Mr. Anastasio last week.

Furthermore, you have asked whether the Town has made any direct payments to subcontractors on the project pursuant to G.L. c.30, §39M. Please be advised that the Town made direct payments to Millis Plumbing in the amount of \$3,361.81 on or about May 22, 2003 and to Greenwood Industries in the amount of \$31,350.00 on May 21, 2003.

You also asked whether the Town has a file regarding Mandate Erectors. It is my understanding that Mandate has initiated litigation against Sciaba. In response to your

AM 07001

AM07002

KOPELMAN AND PAIGE, P.C.

Deborah S. Griffin, Esq.

June 9, 2003

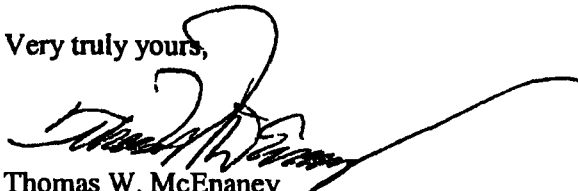
Page 2

request, I have enclosed the Town's file documents, including a daily summary of activity that was redacted from the construction manager's daily reports.

Finally, please be advised that I have forwarded the list of potential completing general contractors that you compiled to the School Building Committee for review. I will inform you of the Committee's comments and any additions as soon as possible.

If you have any further questions, please do not hesitate to contact me.

Very truly yours,



Thomas W. McEnaney

TWM/rlf

Enc.

cc: Board of Selectmen  
School Building Committee  
Mr. Lee Dore

193437/NBRO/0001

AM 07002

## **EXHIBIT 10**

E J SCIABA CONTRACTING CO., INC.

GENERAL PROJECT RELEASE

05-26-2003 . Page 1  
System Date: 05-26-2003Dear HOLYOKE EQUIPMENT CO INC.  
109 LYMAN STREET  
HOLYOKE MA 01041Voice . Fax  
413-536-7750 413-536-8919

Please review paid information

NORTH BROOKFIELD JR-SR HS

## General Release

In consideration of the payment of the sum hereinafter set forth, the undersigned does acknowledge and agree that said payment shall constitute partial payment of all monies due it from E.J. Sciaba under the project hereinafter referred to, and in further consideration of such payment, does hereby release E.J. Sciaba and any other persons or entities connected with or having to do with the construction of the NORTH BROOKFIELD JR-SR HS from any and all claims including, but not limited to, claims for labor, equipment rentals and consultant fees and/or materials, on said project or any other cause of action, and further release any claims against any funds whatsoever the source, payable or paid for and/or towards the said construction of said PROJECT.

The undersigned does further warrant and represent to E.J. Sciaba that it has paid all persons employed by it who supplied labor or materials or equipment in connection with the PROJECT, and does further certify that it has complied with all record keeping as required by law for compliance with Wage and Hour Laws, Rules, and Regulations under any State or Federal Laws, and does hereby indemnify and save harmless E.J. Sciaba its successors and assigns from and on account of any claims, demands, costs, damages, or applicable Wage and Hour Regulations and Requirements as specified in the Subcontract for the Project, or to pay any labor, equipment rentals, materials or suppliers or consultants employed by it on the PROJECT.

Below is a summary of your firms activity on this project.

Invoice	Invoice Date	Payment Date	Description	Amount Paid
238 NORTH BROOKFIELD JR-SR HS				
1790 HOLYOKE EQUIPMENT CO INC.				
238-01	12-31-2002	12-31-2002	238 - Req# 1 Dec02	11,339.91
238-02	01-31-2003	02-28-2003	238 - Req#2 Jan03	2,166.00
238-03	02-28-2003	03-03-2003	238 - Req# 03 Feb 03	2,743.60
Vendor Totals				16,249.51

Payment Due

11,936.75  
5,168.00  
17,104.75

Signed and sealed under pains and penalties of perjury this 27 day of May, 2003

Authorized representative of

HOLYOKE EQUIPMENT CO INC.

16,249.51 +

855.24 +

002.....

17,104.75 \*

PLEASE RETURN TO:

E.J. SCIABA CONTRACTING CO. INC.  
ATTN: CONTRACT ADMINISTRATION  
P.O. BOX 191  
READVILLE, MA 02137

This lien waiver is being signed contingent upon the receipt of the check in the amount of \$16,249.51 and the receipt of the additional 5% retainage due in the amount of \$855.24 that was withheld. Please see attached letter for explanation.

## **EXHIBIT 11**

Dear KMD MECHANICAL CORP.  
316 SOUTHWEST CUTOFF  
WORCESTER MA 01604

Voice Fax  
(508)795-1028 (508)754-2472

Please review paid information

NORTH BROOKFIELD JR-SR HS

#### General Release

In consideration of the payment of the sum hereinafter set forth, the undersigned does acknowledge and agree that said payment shall constitute partial payment of all monies due it from E.J. Sciaba under the project hereinafter referred to; and in further consideration of such payment does hereby release E.J. Sciaba and any other persons or entities connected with or having to do with the construction of the NORTH BROOKFIELD JR-SR HS from any and all claims including, but not limited to, claims for labor, equipment rentals and consultant fees and/or materials, on said project or any other cause of action, and further release any claims against any funds whatsoever the source, payable or paid for and/or towards the said construction of said PROJECT.

The undersigned does further warrant and represent to E.J. Sciaba that it has paid all persons employed by it who supplied labor or materials or equipment in connection with the PROJECT; and does further certify that it has complied with all record keeping as required by law for compliance with Wage and Hour Laws, Rules, and Regulations under any State or Federal Laws, and does hereby indemnify and save harmless E.J. Sciaba its successors and assigns from and on account of any claims, demands, costs, damages, or applicable Wage and Hour Regulations and Requirements as specified in the subcontract for the Project, or to pay any labor, equipment rentals, materialmen or suppliers or consultant employed by it on the PROJECT.

Below is a summary of your firms activity on this project.

Invoice	Invoice Date	Payment Date	Description	Amount Paid
238 NORTH BROOKFIELD JR-SR HS				
1144 KMD MECHANICAL CORP.				
238-01 09-11-2002		238 Aug P-M Mechanical		15,047.52
238-02 09-19-2002	09-30-2002	238 SEP 02		3,736.50
		Vendor Totals		18,638.02*

Signed and sealed under pains and penalties of perjury this 9TH day of JANUARY, 2003

Authorized Representative of

KMD MECHANICAL CORP.

PLEASE RETURN TO:

E.J. SCIABA CONTRACTING CO. INC.  
ATTN: CONTRACT ADMINISTRATION  
P.O. BOX 191  
BRADVILLE, MA 02137

E J SCIABA CONTRACTING CO., INC.

GENERAL PROJECT RELEASE

03-27-2003 Page 3  
System Date: 03-27-2003Dear KMD MECHANICAL CORP.  
310 SOUTHWEST CUTOFF  
WORCESTER MA 01604Voice Fax  
(508)795-1828 (508)754-2472

Please review paid information

NORTH BROOKFIELD JR-SR HS

## General Release

In consideration of the payment of the sum hereinafter set forth, the undersigned does acknowledge and agree that said payment shall constitute partial payment of all monies due it from E.J. Sciaba under the project hereinafter referred to; and in further consideration of such payment does hereby release E.J. Sciaba and any other persons or entities connected with or having to do with the construction of the NORTH BROOKFIELD JR-SR HS from any and all claims including, but not limited to, claims for labor, equipment rentals and consultant fees and/or materials, on said project or any other cause of action; and further release any claims against any funds whatsoever the source, payable or paid for and/or towards the said construction of said PROJECT.

The undersigned does further warrant and represent to E.J. Sciaba that it has paid all persons employed by it who supplied labor or materials or equipment in connection with the PROJECT; and does further certify that it has complied with all record keeping as required by law for compliance with Wage and Hour Laws, Rules, and Regulations under any State or Federal Laws, and does hereby indemnify and save harmless E.J. Sciaba its successors and assigns from and on account of any claims, demands, costs, damages, or applicable Wage and Hour Regulations and Requirements as specified in the Subcontract for the Project, or to pay any labor, equipment rentals, materialmen or suppliers or consultants employed by it on the PROJECT.

Below is a summary of your firms activity on this project.

Invoice	Invoice Date	Payment Date	Description	Amount Paid
238 NORTH BROOKFIELD JR-SR HS				
1144 KMD MECHANICAL CORP.				
1664	01-28-2003	02-28-2003	238 - Jan03 Req	19,760.00
1670	02-21-2003	03-03-2003	238 - Req Feb 03	2,888.00
Vendor Totals				22,648.00*

Signed and sealed under pains and penalties of perjury this 4TH day of APRIL, 200 2

Authorized representative of

KMD MECHANICAL CORP.

PLEASE RETURN TO:

E.J. SCIABA CONTRACTING CO. INC.  
ATTN: CONTRACT ADMINISTRATION  
P.O. BOX 191  
READVILLE, MA 02137



## **EXHIBIT 12**

Dear MILLIS PLUMBING  
 320 NORFOLK STREET  
 WALPOLE MA 02081-1797 Voice 508-668-1040 Fax 508-668-1898

Please review paid information NORTH BROOKFIELD JR-SR HS

General Release

In consideration of the payment of the sum hereinafter set forth, the undersigned does acknowledge and agree that said payment shall constitute partial payment of all monies due it from E.J. Sciaba under the project hereinafter referred to; and in further consideration of such payment does hereby release E.J. Sciaba and any other persons or entities connected with or having to do with the construction of the NORTH BROOKFIELD JR-SR HS from any and all claims including, but not limited to, claims for labor, equipment rentals and consultant fees and/or materials, on said project or any other cause of action; and further release any claims against any funds whatsoever the source, payable or paid for and/or towards the said construction of said PROJECT.

The undersigned does further warrant and represent to E.J. Sciaba that it has paid all persons employed by it who supplied labor or materials or equipment in connection with the PROJECT; and does further certify that it has complied with all record keeping as required by law for compliance with Wage and Hour Laws, Rules, and Regulations under any State or Federal Laws, and does hereby indemnify and save harmless E.J. Sciaba its successors and assigns from and on account of any claims, demands, costs, damages, or applicable Wage and Hour Regulations and Requirements as specified in the Subcontract for the Project, or to pay any labor, equipment rentals, materialmen or suppliers or consultants employed by it on the PROJECT.

Below is a summary of your firms activity on this project.

Invoice	Invoice Date	Payment Date	Description	Amount Paid
238 NORTH BROOKFIELD JR-SR HS				
2610 MILLIS PLUMBING				
238-01	09-30-2002	10-31-2002	238 SEP 02	7,543.00

Signed and sealed under pains and penalties of perjury this 15 day of Nov., 2002 2

Authorized representative of

MILLIS PLUMBING

PLEASE RETURN TO:

E.J. SCIABA CONTRACTING CO. INC.  
 ATTN: CONTRACT ADMINISTRATION  
 P.O. BOX 191  
 READVILLE, MA 02137

E J SCIABA CONTRACTING CO., INC.

GENERAL PROJECT RELEASE

12-17-2002 Page 1  
System Date: 12-17-2002

Dear MILLIS PLUMBING  
220 NORFOLK STREET  
WALPOLE MA 02081-1797 Voice 508-668-1040 Fax 508-668-1898

Please review paid information

NORTH BROOKFIELD JR-SR HS

**General Release**

In consideration of the payment of the sum hereinafter set forth, the undersigned does acknowledge and agree that said payment shall constitute partial payment of all monies due it from E.J. Sciaba under the project hereinafter referred to; and in further consideration of such payment does hereby release E.J. Sciaba and any other persons or entities connected with or having to do with the construction of the NORTH BROOKFIELD JR-SR HS from any and all claims including, but not limited to, claims for labor, equipment rentals and consultant fees and/or materials, on said project or any other cause of action; and further release any claims against any funds whatsoever the source, payable or paid for and/or towards the said construction of said PROJECT.

The undersigned does further warrant and represent to E.J. Sciaba that it has paid all persons employed by it who supplied labor or materials or equipment in connection with the PROJECT; and does further certify that it has complied with all record keeping as required by law for compliance with Wage and Hour Laws, Rules, and Regulations under any State or Federal Laws, and does hereby indemnify and save harmless E.J. Sciaba its successors and assigns from and on account of any claims, demands, costs, damages, or applicable Wage and Hour Regulations and Requirements as specified in the Subcontract for the Project, or to pay any labor, equipment rentals, materialmen or suppliers or consultants employed by it on the PROJECT.

Below is a summary of your firms activity on this project.

Invoice	Invoice Date	Payment Date	Description	Amount Paid
238 NORTH BROOKFIELD JR-SR HS				
2610 MILLIS PLUMBING				
238-02	10-18-2002	11-22-2002	238 BUILDING LOWER LEVEL,UND	31,231.25

Signed and sealed under pains and penalties of perjury this 20 day of Dec, 200 2
  
Authorized representative of

MILLIS PLUMBING

PLEASE RETURN TO:

E.J. SCIABA CONTRACTING CO. INC.  
ATTN: CONTRACT ADMINISTRATION  
P.O. BOX 191  
READVILLE, MA 02137

RECEIVED JAN 08 2006

Dear MILLIS PLUMBING  
 220 NORFOLK STREET  
 WILFORD MA 01981-1797 Voice 508-668-1040 Fax 508-668-1838

Please Envelope paid information NORTH BROOKFIELD JR-SR NS

General Release


In continuation of the payment of the sum hereinafter set forth, the undersigned does acknowledge and agree that said payment shall constitute partial payment of all monies due it from E.J. Sciaba under the project hereinfirst referred to; and in further consideration of such payment does hereby release E.J. Sciaba and any other persons or parties connected with or having to do with the construction of the NORTH BROOKFIELD JR-SR NS all claims including, but not limited to, claims for labor, equipment rentals and consultant fees and/or materials, on said project or any other cause of action; and further release any claims against any funds whatsoever the sums, payable or paid for and/or towards the said construction of said project.

The undersigned does further warrant and represent to E.J. Sciaba that it has paid all persons employed by it who supplied labor or materials or equipment in connection with the project; and does further certify that it has complied with all record keeping as required by law for compliance with wage and hour laws, rules, and Regulations under any State or Federal laws, and does hereby indemnify and save harmless E.J. Sciaba its successors and assigns from and on account of any claims, demands, costs, damages, or applicable wage and hour Regulations and requirements as specified in the Subcontract for the project, or to pay any labor, equipment rentals, materials or supplies or consultants employed by it on the project.

Below is a summary of your firm's activity on this project.

Invoice	Date	Payment	Description	Amount Paid
203 NORTH BROOKFIELD JR-SR NS				
2510 MILLIS PLUMBING				3,052.44
02-04 01-27-2003	01-31-2003	238	- Regt 4 Jan03	

Signed and sealed under pains and penalties of perjury this 1 day of April, 2003

  
 Authorized representative of  
 MILLIS PLUMBING

PLEASE RETURN TO:  
 E.J. SCIABA CONTRACTING CO., INC.  
 ATTN: CONTRACT ADMINISTRATION  
 P.O. BOX 191  
 READVILLE, MA 02137

E J SCIABA CONTRACTING CO., INC.

GENERAL PROJECT RELEASE

05-26-2003 Page 1  
System Date: 05-26-2003

Dear MILLIS PLUMBING  
220 NORFOLK STREET  
WALPOLE MA 02081-1797 Voice 508-668-1040 Fax 508-668-1898

Please review paid information NORTH BROOKFIELD JR-SR HS

## General Release

In consideration of the payment of the sum hereinafter set forth, the undersigned does acknowledge and agree that said payment shall constitute partial payment of all monies due it from E.J. Sciaba under the project hereinafter referred to; and in further consideration of such payment does hereby release E.J. Sciaba and any other persons or entities connected with or having to do with the construction of the NORTH BROOKFIELD JR-SR HS from any and all claims including, but not limited to, claims for labor, equipment rentals and consultant fees and/or materials, on said project or any other cause of action; and further release any claims against any funds whatsoever the source, payable or paid for and/or towards the said construction of said PROJECT.

The undersigned does further warrant and represent to E.J. Sciaba that it has paid all persons employed by it who supplied labor or materials or equipment in connection with the PROJECT; and does further certify that it has complied with all record keeping as required by law for compliance with Wage and Hour Laws, Rules, and Regulations under any State or Federal Laws, and does hereby indemnify and save harmless E.J. Sciaba its successors and assigns from and on account of any claims, demands, costs, damages, or applicable Wage and Hour Regulations and Requirements as specified in the Subcontract for the Project, or to pay any labor, equipment rentals, materialmen or suppliers or consultants employed by it on the PROJECT.

Below is a summary of your firms activity on this project.

Invoice	Invoice Date	Payment Date	Description	Amount Paid
238 NORTH BROOKFIELD JR-SR HS				
2610 MILLIS PLUMBING				
238-06	03-31-2003	05-07-2003	238 - REQ# 06 MAR03	12,384.96

Signed and sealed under pains and penalties of perjury this 37<sup>th</sup> day of May, 200 2
  
Authorized representative of

MILLIS PLUMBING

PLEASE RETURN TO:

E.J. SCIABA CONTRACTING CO. INC.  
ATTN: CONTRACT ADMINISTRATION  
P.O. BOX 191  
READVILLE, MA 02137

## **EXHIBIT 13**

NBDW26829

Received Time Jan. 10. 4:10PM

Dear WAYNE J GRIFFIN ELECTRIC, INC.  
 116 HOPPING BROOK ROAD  
 HOLLISTON MA 01746

Voice FAX  
 (508)429-8830 (508)429-7825

Please review paid information

NORTH BROOKFIELD JR-SR HS


## General Release

In consideration of the payment of the sum hereinafter set forth, the undersigned does acknowledge and agree that said payment shall constitute partial payment of all monies due it from E.J. Sciaba under the project hereinafter referred to; and in further consideration of such payment does hereby release E.J. Sciaba and any other persons or entities connected with or having to do with the construction of the NORTH BROOKFIELD JR-SR HS from any and all claims including, but not limited to, claims for labor, equipment rentals and consultant fees and/or materials, on said project or any other cause of action; and further release any claims against any funds whatsoever the source, payable or paid for and/or towards the said construction of said PROJECT.

The undersigned does further warrant and represent to E.J. Sciaba that it has paid all persons employed by it who supplied labor or materials or equipment in connection with the PROJECT; and does further certify that it has complied with all record keeping as required by law for compliance with Wage and Hour Laws, Rules, and Regulations under any State or Federal Laws, and does hereby indemnify and save harmless E.J. Sciaba its successors and assigns from and on account of any claims, demands, costs, damages, or applicable Wage and Hour Regulations and Requirements as specified in the Subcontract for the Project, or to pay any labor, equipment rentals, materialmen or suppliers or consultants employed by it on the PROJECT.

Below is a summary of your firms activity on this project.

Invoice	Invoice Date	Payment Date	Description	Amount Paid
238 NORTH BROOKFIELD JR-SR HS				
1510 WAYNE J GRIFFIN ELECTRIC, INC.				
238-01	06-30-2002	08-10-2002	238 JUN02	8,075.00
238-02	07-31-2002		238 July Electrical	.00
238-03	08-31-2002		238 Aug Electrical	.00
238-04	09-30-2002	09-30-2002	238 SEP 02	8,075.00
238-05	10-31-2002	11-30-2002	238 OCT 02 REQ	950.00
App#7	12-11-2002	12-30-2002	238 App#7	1,410.00
Req#6	11-30-2002		Electrical	11,495.00
Vendor Totals				22,205.00

Signed and sealed under pains and penalties of perjury this 23 day of December, 200 2


Authorized representative of

Gerard W. Richards, As Operations Manager  
 WAYNE J GRIFFIN ELECTRIC, INC.

PLEASE RETURN TO:

E.J. SCIABA CONTRACTING CO. INC.  
 ATTN: CONTRACT ADMINISTRATION  
 P.O. BOX 191  
 READVILLE, MA 02137

Notwithstanding anything contained herein to the contrary, this partial release and signature is only an acknowledgment of the payment referenced herein (and only when actually received in good monies) and shall not be interpreted as a waiver of, or release of, any rights to make any other claims.

E.J. SCIABA CONTRACTING CO., INC.

GENERAL PROJECT RELEASE

03-27-2003 Page 4  
System Date: 03-27-2003Dear WAYNE J GRIFFIN ELECTRIC, INC.  
115 HOPPING BROOK ROAD  
MOLLISTON MA 01746Voice Fax  
(508)429-9830 (508)429-7825

Please review paid information

NORTH BROOKFIELD JR-SR HS

## General Release

In consideration of the payment of the sum hereinafter set forth, the undersigned does acknowledge and agree that said payment shall constitute partial payment of all monies due it from E.J. Sciaba under the project hereinafter referred to; and in further consideration of such payment does hereby release E.J. Sciaba and any other persons or entities connected with or having to do with the construction of the NORTH BROOKFIELD JR-SR HS from any and all claims including, but not limited to, claims for labor, equipment rentals and consultant fees and/or materials, on said project or any other cause of action; and further release any claims against any funds whatsoever the source, payable or paid for and/or towards the said construction of said PROJECT.

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Below is a summary of your firms activity on this project.

Invoice	Invoice Date	Payment Date	Description	Amount Paid
238	01-31-2003	01-31-2003	238 - Reqs 8 Jan03	\$2,175.00 ✓

Signed and sealed under pains and penalties of perjury this 1 day of April, 2003 xxx

*Gerard W. Richards*  
Authorized representative of  
Gerard W. Richards, As Operations Manager  
WAYNE J GRIFFIN ELECTRIC, INC.

PLEASE RETURN TO:

E.J. SCIABA CONTRACTING CO. INC.  
ATTN: CONTRACT ADMINISTRATION  
P.O. BOX 191  
READVILLE, MA 02137

Notwithstanding anything contained herein to the contrary, this partial release and signature is only an acknowledgment of the payment referenced herein (and only when actually received in good monies) and shall not be interpreted as a waiver of, or release of, any rights to make any other claims.



E J SCIABA CONTRACTING CO., INC.

GENERAL PROJECT RELEASE

05-26-2003 Page 1  
System Date: 05-26-2003Dear WAYNE J GRIFFIN ELECTRIC, INC.  
116 HOPPING BROOK ROAD  
MOLLISTON MA 01746Voice Fax  
(508)429-8830 (508)429-7825

Please review paid information

NORTH BROOKFIELD JR-SR HS

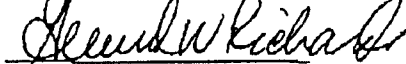
## General Release

In consideration of the payment of the sum hereinafter set forth, the undersigned does acknowledge and agree that said payment shall constitute partial payment of all monies due it from E.J. Sciaba Under the project hereinafter referred to; and in further consideration of such payment does hereby release E.J. Sciaba and any other persons or entities connected with or having to do with the construction of the NORTH BROOKFIELD JR-SR HS from any and all claims including, but not limited to, claims for labor, equipment rentals and consultant fees and/or materials, on said project or any other cause of action; and further release any claims against any funds whatsoever the source, payable or paid for and/or towards the said construction of said PROJECT.

The undersigned does further warrant and represent to E.J. Sciaba that it has paid all persons employed by it who supplied labor or materials or equipment in connection with the PROJECT; and does further certify that it has complied with all record keeping as required by law for compliance with Wage and Hour Laws, Rules, and Regulations under any State or Federal Laws, and does hereby indemnify and save harmless E.J. Sciaba its successors and assigns from and on account of any claims, demands, costs, damages, or applicable Wage and Hour Regulations and Requirements as specified in the subcontract for the Project, or to pay any labor, equipment rentals, materialmen or suppliers or consultants employed by it on the PROJECT.

Below is a summary of your firms activity on this project.

Invoice	Invoice Date	Payment Date	Description	Amount Paid
238 NORTH BROOKFIELD JR-SR HS				
1510 WAYNE J GRIFFIN ELECTRIC, INC.				
238-09	03-31-2003	05-27-2003	238 ~ REQ# 09 MAR03	100,937.50

Signed and sealed under pains and penalties of perjury this 27 day of May, 2003 X


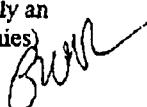
Authorized representative of

Gerard W. Richards, As Operations Manager  
WAYNE J GRIFFIN ELECTRIC, INC.

PLEASE RETURN TO:

E.J. SCIABA CONTRACTING CO. INC.  
ATTN: CONTRACT ADMINISTRATION  
P.O. BOX 191  
READVILLE, MA 02137

Notwithstanding anything contained herein to the contrary, this partial release and signature is only an acknowledgment of the payment referenced herein (and only when actually received in good monies) and shall not be interpreted as a waiver of, or release of, any claims or rights whatsoever.



05/20/03

HARRIS

97:60 5007-17-1414

## **EXHIBIT 14**

**SECTION 01310**

**CONSTRUCTION SCHEDULES**

**PART 1 GENERAL**

**1.01 REQUIREMENTS INCLUDED**

- A. Promptly after award of the Contract, prepare and submit to Architects estimated construction progress schedules for the Work, with sub-schedules of related activities which are essential to its progress.
- B. Submit revised progress schedules periodically.

**1.02. RELATED REQUIREMENTS**

- A. Conditions of the Contract.
- B. Section 01010: Summary of Work.
- C. Section 01200: Project Meetings.
- D. Section 01300: Submittals.

**1.03. FORM OF SCHEDULES**

- A. Prepare schedules in the form of a horizontal bar chart.
  - 1. Provide separate horizontal bar for each trade or operation.
  - 2. Horizontal time scale: Identify the first work day of each week.
  - 3. Scale and spacing: To allow space for notations and future revisions.
  - 4. Minimum sheet size: 8 1/2" by 11".
- B. Provide supplementary drawings in the form of site plans and floor and roof plans marked up to show the following for each required phase and sub-phase of construction:
  - 1. Construction limits by phase
  - 2. Staging areas
  - 3. Construction material delivery routes
  - 4. Owner delivery routes and school bus loops
  - 5. Owner parking
  - 6. Contractor personnel parking
  - 7. Barricades including traffic control devices and construction fencing
  - 8. Temporary facilities including Contractor's office, Clerk's office, Contractor and Sub-Contractor storage trailers
  - 9. Temporary protected walkways for Owner access around or through construction zones to facilities and areas required to be maintained during construction
  - 10. Signs including project signs and traffic control signs
  - 11. Required exits from existing facilities
- C. Reference schedule items of work and operations to the coded Scheduling Key Plan

**1.04 CONTENT OF SCHEDULES**

- A. Construction Progress Schedules:
  - 1. Show the complete sequence of construction by activity.
  - 2. Show the dates for the beginning and completion of each major element of construction. Specifically list:
    - a. Site clearing.

- b. Site utilities.
- c. Foundation work.
- d. Structural framing.
- e. Subcontractor work.
- f. Equipment installations.
- g. Finishings.
- 3. Show projected percentage of completion for each item as of the first day of each month.

B. Submittals Schedule for Shop Drawings, Product Data and Samples. Show:

- 1. The dates for Contractor submittals.
- 2. The dates approved submittals will be required from the Architect.

1.05 PROGRESS REVISIONS

A. Indicate progress of each activity to date of submission.

B. Show changes occurring since previous submission of schedule:

- 1. Major changes in scope.
- 2. Activities modified since previous submission of schedule:
- 3. Revised projections of progress and completion.
- 4. Other identifiable changes.

C. Provide a narrative report as needed to define:

- 1. Problem areas, anticipated delays, and the impact on the schedule.
- 2. Corrective action recommended, and its affect.
- 3. The effect on changes on schedules of other contractors.

1.06 SUBMISSIONS

A. Submit initial schedules within 15 days after award of Contract.

- 1. Architect will review schedules and return review copy within ten days after receipt.
- 2. If required, resubmit within 7 days after return of review copy.

B. Submit revised schedules with each application for payment.

C. Submit the number of opaque reproductions which the Contractor requires, plus two copies which will be retained by the Architect.

1.07 DISTRIBUTION

A. Distribute copies of the reviewed schedules to:

- 1. Job site file.
- 2. Subcontractors.
- 3. Other concerned parties.

B. Instruct recipients to report promptly to the Contractor, in writing, any problems anticipated by the projections shown in the schedules.

END OF SECTION

## **EXHIBIT 15**

James Murray

04/29/2005

CERTIFIED ORIGINAL  
LEGALINK BOSTON

Volume: I

Pages: 1-153

Exhibits: 76-99

UNITED STATES DISTRICT COURT  
DISTRICT OF MASSACHUSETTS

-----X  
AMERICAN MANUFACTURERS MUTUAL  
INSURANCE COMPANY,

Plaintiff,

vs.

C.A. NO. 03-40266 CBS

TOWN OF NORTH BROOKFIELD,  
Defendant.  
-----X

30(b)(6) DEPOSITION OF THE TOWN OF NORTH BROOKFIELD

By its designee JAMES MURRAY

Friday, April 29, 2005

9:00 a.m.

HOLLAND & KNIGHT LLP

10 St. James Avenue

Boston, Massachusetts 02116

Reporter: Karen D. Quigley, RPR/RMR

James Murray

04/29/2005

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1 just looking at in invoice 36 is your answer the same,  
2 the town did not question why charges during any of those  
3 months were higher than the charges when construction  
4 were ongoing?

5 A. That would be the same answer, yes.

6 MS. GRIFFIN: Let's go off the record  
7 for a minute.

8 (Off the record from 10:43 until  
9 10:50 a.m.)

10 (Documents marked for identification  
11 as Exhibit Nos. 77 through 79.)

12 BY MS. GRIFFIN:

13 Q. I've put before you, Mr. Murray, documents  
14 that have been marked Exhibits 77, 78 and 79. Could you  
15 look at Exhibit 77 and confirm that Exhibit 77 is a copy  
16 of the general conditions of the contract that were part  
17 of the contract between the town and Sciaba?

18 A. I believe they are.

19 Q. Can you go to Exhibit 78 and confirm that  
20 Exhibit 78 is a copy of the first volume of the project  
21 manual that was part of Sciaba's contract with the town?

22 A. Yes, it is.

23 Q. Can you take a look at Exhibit 79 and  
24 confirm that Exhibit 79 is a copy of Addendum No. 2 that

James Murray

04/29/2005

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1 concern that you had even though you weren't at the  
2 meeting on April 2nd?

3 A. Yes.

4 Q. Did you express that concern to somebody?

5 A. Just among the building committee members.

6 Q. Did you express that concern both before  
7 and after the April 2nd meeting?

8 A. I don't recall exactly but I'm sure it  
9 was.

10 Q. Had you done any calculations or estimates  
11 yourself to try to estimate whether the retainage was  
12 sufficient to cover what you thought liquidated damages  
13 might be?

14 A. I didn't do any calculations, write them  
15 down. I was just thinking numbers in my head at the  
16 time.

17 Q. Okay. What do you remember thinking in  
18 the way of numbers in your head about that subject?

19 A. Just that the liquidated damages was going  
20 to be excessive based on a late winter completion.

21 Q. When you say excessive, do you mean they  
22 were going to exceed the retainage?

23 A. No, just that they were going to be very  
24 high.



James Murray

04/29/2005

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1 A. Not that I'm aware of.

2 Q. Did the committee ask any questions about  
3 it?

4 A. I'm sure there were questions, but I don't  
5 recall the actual questions.

6 Q. Do you recall any of the responses by Dore  
7 and Whittier to the questions?

8 A. Just that progress was very slow and  
9 that's what they projected as a completion.

10 Q. Did Dore and Whittier present the results  
11 of any analysis other than the one that's shown on  
12 Exhibit 46 at the April 16 meeting?

13 A. Not that I recall.

14 Q. So after hearing Dore and Whittier's  
15 presentation at the April 16 meeting, did you believe  
16 that substantial completion was going to be 14 months  
17 late?

18 A. Yes.

19 Q. Did anybody who attended that meeting  
20 disagree with that conclusion or voice disagreement with  
21 that conclusion?

22 A. No.

23 Q. Did anybody at that meeting speak about an  
24 estimate of what the damages would be that the town could

James Murray

04/29/2005

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1 A. I don't recall the person who said it.

2 Q. Did anybody disagree with it?

3 A. Not that I'm aware of.

4 Q. Did anybody ask how much was being held at  
5 that point in time in retainage?

6 A. Not that I recall.

7 Q. If you look at Exhibit 46, it was showing  
8 total actual billings as of April 16, 2003 total actual  
9 billings of four million seven hundred and some odd  
10 dollars; right?

11 A. Correct.

12 Q. And is it your recollection that retainage  
13 was being held at the rate of 5 percent?

14 A. That's correct.

15 Q. So 5 percent of \$4.7 million was  
16 approximately what \$235,000 or thereabouts?

17 A. Approximately.

18 Q. And that's obviously less than the  
19 \$400,000 estimate of liquidated damages; correct?

20 A. Correct.

21 Q. Did the school building committee -- other  
22 than expressing concern did the school building committee  
23 take any steps with regard to withholding additional  
24 funds from Sciaba to cover the shortfall between the

James Murray

04/29/2005

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1 Q. That was a period of more than five weeks,  
2 right, between April 16 and May 27th?

3 A. Yes.

4 Q. In your view had five weeks' worth of  
5 progress been made during that interval?

6 A. I'm not sure what you're asking.

7 Q. Well, what I'm asking is if the estimate  
8 as of April 16 was that Sciaba was 14 months behind, by  
9 the end of May were they still 14 months behind or were  
10 they further behind than that?

11 A. In my opinion they were further behind.

12 Q. How much further behind were they?

13 A. I would say another month at least.

14 Q. Okay. So it was your view that by the end  
15 of May Sciaba was 15 months behind; right?

16 A. Based on a requisition projection.

17 Q. And if you were right about that, the  
18 amount of liquidated damages that was running was even  
19 higher than the \$400,000 figure we saw in the April 16th  
20 minutes; correct?

21 A. That would be correct.

22 Q. Now you did not see an updated schedule  
23 from Sciaba at any time in May 2003, did you?

24 A. No, I did not.

## **EXHIBIT 16**

Apr. 2, 2003 11:52AM

No. 9013 P. 2/3

**DORE AND WHITTIER, INC. Architects • Project Managers**

1795 Williston Road, Suite 3, South Burlington, Vermont 05403 Tel. (802)863-1428 Fax (802)863-6955  
 1400 Hancock Street, Quincy Massachusetts 02169 Tel. (617) 471-2897 Fax (617) 471-2516

**DEPOSITION  
EXHIBIT**Dore 41  
4-13-05

vs

**MEETING NOTES**

**DATE OF MEETING:** 19 March 2003

**PROJECT:** North Brookfield Jr./Sr. High School  
Dore & Whittier Project No. 00-404

**SUBJECT:** School Building Committee Meeting, 7:00 PM

**ATTENDING:**

Jim Murray	Co-Chair, Building Committee
Greg Kline	Building Committee
Patricia Pariseau	Building Committee
Ed Wilkins Jr.	Building Committee
George Hanson	Building Committee
Andy Leach	Asst. Principal
Randy Beaudoin	North Country Signs
Robert O'Neill	Superintendent
Lee P. Dore	Dore and Whittier, Inc. (DW)
Chris Conway	Construction Manager (CMC)

1. Minutes of 5 March 2003 were unanimously approved as presented.
2. Chris Conway presented the construction manager's report. It was noted that most of the work of the past few weeks involved structural steel.

Area "C" – Structural fill is in place; grading and compacting continue; Plumber is working on toilet rooms' underground plumbing and continues to work on acid waste lines. Work is progressing well on roof drains/leaders.

Area "B" – Iron workers about 99% complete on bolted connections. Two detailing crews are at work and the erection crew is finished. Gym corrective work continues as well as metal deck work.

Area "A" – Metal decking and detail work continue.

EJS reports that the masons should be arriving on 3/24/03. Final coordination drawings are at the electricians and are scheduled to be complete within 2 weeks. In 2 weeks that major subs are scheduled to start work. EJS reported that 12 copies of the updated schedule are due at D&W tomorrow. EJS has forwarded PR's 19, 20 and 17 as well as PCO #25 and CCD #2. DW will review next week.

3. Chris noted that the Mass Electric easement has been approved and signed by the Selectboard and returned to Mass Electric.

APR. 2. 2003 11:52AM

No. 9013 P. 3/3

North Brookfield School Building Committee  
Meeting 19 March 2003  
Page 2


- 2 -

4. The Verizon utility easement has been authorized by the Selectboard. Verizon will forward final copies to the Town.
5. DW discussed another project that is under construction and the Contractor is late. On that project the Town's attorney agreed to withhold liquidated damages from requisitions and placing them in an escrow account. This way the Town is still holding on to funds for liquidated damages that under typical situations would be already paid to the Contractor and difficult to recover. DW will keep the Committee informed of this project.
6. DW discussed some issues surrounding the metal roof submittal as proposed by EJS. The product submitted is a substitution of what was specified. DW is verifying that this product meets the requirements for a 30 year warranty.
7. Andy L. and Randy B. presented a proposed mascot rendering for the Committee to review. Discussion followed about painted lines on the court (specifically volleyball lines). The Committee discussed a 4 ft. or 2 ft border around the court. DW will prepare large scale drawings of the court with the proposed center court emblem and dimensions with a 2 ft border and a 4 ft border for the next meeting. It was noted that the school project would have to purchase the paint, however Randy was willing to donate his time. The Committee thanked Randy for his generosity.
8. The next Building Committee meeting will be held on 2 April 2003 at 7:00pm.

The above is my summation of our meeting. If you have any additions and/or corrections, please contact me for incorporation into these minutes. After 10 days, we will accept these minutes as an accurate summary of our discussion and enter them into the permanent record of this project.

Sincerely,

**DORE AND WHITTIER, INC.**  
Architects • Project Managers

  
Lee P. Dore, Assoc. AIA, CSI  
Project Manager

c Bob O'Neill, Superintendent of Schools  
Mr. John Couture, Building Inspector  
Chris Conway, Construction Manager  
Engineers Design Group  
Garcia, Galuska, Desousa  
Berkshire Design Group  
ATC  
CCR/Pyramid  
John Crisafulli Consulting Services, Inc.  
RJD/DMW/ARR/JFT/SED/File

Prepared 3 April 2003